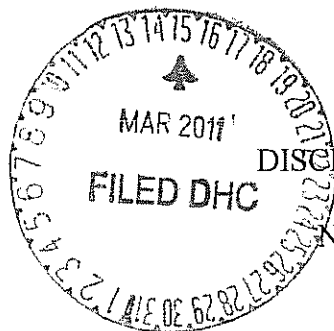


NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
11 DHC 7

THE NORTH CAROLINA STATE BAR,
Plaintiff

v.

EDWARD V. ZOTIAN, Attorney,
Defendant

COMPLAINT

The plaintiff, complaining of the defendant, alleges and says:

1. The plaintiff, the North Carolina State Bar, is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar promulgated thereunder.

2. The defendant, Edward V. Zotian (hereinafter, "Zotian"), was admitted to the North Carolina State Bar on July 1, 1979, and at all times mentioned herein, was subject to the rules, regulations, and Rules of Professional Conduct of the North Carolina State Bar and the laws of the State of North Carolina.

3. After a hearing on August 18, 2004, Zotian was suspended from the practice of law in North Carolina for five years by an order of discipline entered on September 3, 2004 and served upon Zotian on September 15, 2004 in 04 DHC 1 (hereinafter, "04 order of discipline"). The effective date of the 04 order of discipline and the start of Zotian's suspension was October 15, 2004.

4. Zotian was suspended from the practice of law in North Carolina for an additional five years by an order of discipline entered on October 20, 2006 and served upon Zotian on October 26, 2006 in 06 DHC 8 (hereinafter, "06 order of discipline") for conduct that occurred after the effective date of the 04 order of discipline. The effective date of the 06 order of discipline was at the expiration of the suspension imposed in the 04 order of discipline, i.e. October 15, 2009.

5. At no time since the effective date of the 04 order of discipline has Zotian been reinstated to the active practice of law in North Carolina.

6. In January 2008, Winston-Salem lawyer Harry A. Boles (hereinafter, "Boles"), a solo practitioner, hired Zotian as a part-time, independent contractor paralegal to do research and draft documents for Boles' review on a case-by-case basis.

7. In December 2008, Michael Salimbene (hereinafter, "Salimbene") contacted Zotian for legal assistance and advice in regard to Salimbene's desire to purchase a Ferrari dealership in Georgia in association with the dealership's sales manager, R. Steven Eckhoff (hereinafter, "Eckhoff").

8. After being contacted by Salimbene, Zotian asked Boles if he would agree to represent two clients interested in purchasing an automobile dealership in Georgia.

9. Boles declined the representation and told Zotian that he could not represent any buyers in their attempt to purchase a Georgia business. Boles did indicate that he would be willing to be the North Carolina contact for a licensed Georgia lawyer if a Georgia lawyer found that to be necessary.

10. Thereafter, Boles was never asked to assume any role in the representation of the prospective buyers of the Georgia Ferrari dealership.

11. Boles never represented either Salimbene or Eckhoff.

12. Zotian was aware that Boles had declined to represent Salimbene and Eckhoff.

13. Zotian undertook to represent Salimbene and Eckhoff himself in their efforts to purchase the Georgia Ferrari dealership from Edward Wettach III (hereinafter, "Wettach"), President of S & W Sports Cars, Inc.

14. Zotian never revealed his representation of Salimbene and Eckhoff to Boles.

15. Zotian misled Salimbene and Eckhoff into believing that Boles' law firm was representing them.

16. Zotian falsely represented to Salimbene and Eckhoff that Zotian could provide the necessary legal services for the representation.

17. In February 2009, Zotian drafted a Confidentiality Agreement for Eckhoff to sign and send to Wettach.

18. Zotian sent the Confidentiality Agreement to Eckhoff by email on February 24, 2009.

19. The Confidentiality Agreement was a legal document that Zotian prepared without any supervision from Boles or any other lawyer.

20. In March 2009, Zotian drafted a Letter of Intent for Eckhoff to send to Wettach setting out the non-binding understandings and the binding agreements between Wettach and Eckhoff (on behalf of the purchasers) concerning the prospective sale of the dealership.

21. Zotian sent a draft of the Letter of Intent to Eckhoff and Salimbene by email on March 19, 2009.

22. On April 1, 2009, Zotian sent the final version of the Letter of Intent to Eckhoff by email with instructions on what to do with the Letter of Intent.

23. The Letter of Intent was a legal document that Zotian prepared without any supervision from Boles or any other lawyer.

24. In addition to drafting the Confidentiality Agreement and the Letter of Intent, Zotian provided other services, including travelling to Texas to meet with prospective investors to structure the capital necessary for the acquisition of the dealership, negotiating with Wettach on securing a lease of the dealership's real estate and the purchase S & W Sports Cars, Inc.'s assets, reviewing and revising the business plan for the acquisition of the Ferrari dealership and reviewing the manufacturer's requirements for an application for the prospective buyers' acquisition of the Ferrari dealership.

25. The services that Zotian was providing that are listed in paragraph 24 above were legal services that Zotian provided without any supervision from Boles or any other lawyer.

26. Zotian has never been licensed to practice law in Georgia.

27. Some of the legal services that Zotian provided to Eckhoff and Salimbene were services that should only have been provided by a lawyer licensed in Georgia.

28. On December 7, 2009, after the prospective purchase of the Ferrari dealership fell through, Zotian sent Eckhoff by email a "Summary Invoice" for \$16,468 for the legal services he had provided to Eckhoff relating to the attempt to purchase the Ferrari dealership.

29. Zotian's "Summary Invoice" was not an invoice authorized or approved by Boles or any other lawyer. It was Zotian's attempt to bill Eckhoff for the legal services Zotian alone had performed for Eckhoff.

THEREFORE, the plaintiff alleges that Zotian's foregoing actions constitute grounds for discipline pursuant to NCGS 84-28(b)(2) in that Zotian violated the Rules of Professional Conduct as follows:

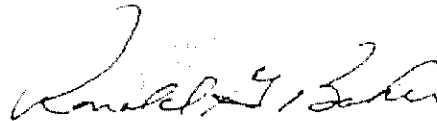
- (a) by continuing to engage in the practice of law on behalf of Eckhoff and/or Salimbene after the effective date of his suspension from the practice of law in North Carolina, Zotian practiced law in a jurisdiction (North Carolina) where

doing so violated the regulation of the legal profession in that jurisdiction in violation of N.C.G.S. §84-4, a Class I misdemeanor, and Rule 5.5(a);

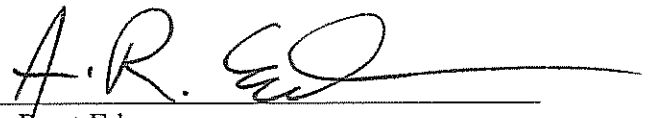
- (b) by providing legal services to Eckhoff and/or Salimbene that should only have been provided by a Georgia licensee, Zotian practiced law in a jurisdiction (Georgia) where doing so violated the regulation of the legal profession in that jurisdiction in violation of Rule 5.5(a);
- (c) by falsely representing to Eckhoff and Salimbene that Boles' law firm was representing them when Zotian was providing all of the legal services himself without the knowledge, consent or supervision of Boles, Zotian engaged in conduct involving dishonesty, fraud, deceit and misrepresentation in violation of Rule 8.4(c); and
- (d) by invoicing Eckhoff \$16,468 for legal services he performed while suspended from the practice of law, Zotian attempted to collect money under a false pretense in violation of N.C.G.S. § 14-100 thereby engaging (or attempting to engage) in a criminal act that reflects adversely on his honesty, trustworthiness or fitness as a lawyer in violation of Rules 8.4(a) and (b).

WHEREFORE, the plaintiff prays that disciplinary action be taken against the defendant in accordance with NCGS Sec. 84-28(a) and 27 N.C. Admin. Code, Chapter 1, Subchapter B, § .0114, the Rules and Regulations of the North Carolina State Bar, as the evidence on hearing may warrant, that the defendant be taxed with all costs and administrative fees permitted by law in connection with this proceeding, and for such other and further relief as is appropriate.

This the 15th day of March 2011.



Ronald G. Baker, Sr., Chair
Grievance Committee



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